



**MARASHLIAN
& DONAHUE, PLLC**
THE **COMMLAW** GROUP

June 22, 2016

VIA OVERNIGHT COURIER

Jean Jewell
Secretary
Idaho Public Utilities Commission
472 W. Washington Street
Boise, ID 83702

FVS-T-16-01

**Re: CallCatchers Inc. d/b/a FreedomVoice Systems - Application for a
Certificate of Public Convenience and Necessity**

RECEIVED
2016 JUN 23 AM 11:27
IDAHO PUBLIC
UTILITIES COMMISSION

Dear Secretary Jewell:

On behalf of CallCatchers Inc. d/b/a FreedomVoice Systems (the "Company"), transmitted herewith is one (1) original and seven (7) copies of the Company's Application for Approval of a Certificate of Public Convenience and Necessity ("Application"). A CD-ROM copy of the Application is also enclosed.

Please date-stamp the duplicate of this filing, and return it the self-addressed, postage-prepaid envelope. Should you have any questions regarding this transmittal, please do not hesitate to contact the undersigned.

Respectfully submitted,

Michael P. Donahue

Counsel for CallCatchers Inc. d/b/a FreedomVoice Systems

Enclosures

RECEIVED

2016 JUN 23 AM 11:27

IDAHO PUBLIC
UTILITIES COMMISSION

Michael P. Donahue
Keenan P. Adamchak
1420 Spring Hill Road, Suite 401
Tysons, Virginia 22102
Tel: (703) 714-1319
Fax: (703) 563-6222
Email: mpd@commlawgroup.com
kpa@commlawgroup.com

Counsel to CallCatchers Inc. d/b/a FreedomVoice Systems

**Before the
IDAHO PUBLIC UTILITIES COMMISSION**

In the Matter of the Application of)
CallCatchers Inc. d/b/a FreedomVoice Systems)
for a Certificate of Convenience and Necessity) Docket No. FVS-T-16-01
to Provide Resold Interexchange Telecommunications)
Services in the State of Idaho)

**APPLICATION OF
CALLCATCHERS INC. D/B/A FREEDOMVOICE SYSTEMS**

CallCatchers Inc. d/b/a FreedomVoice Systems ("FreedomVoice," or "Applicant"), by and through its attorneys, hereby submits this application for a Certificate of Convenience and Necessity ("CCN") to provide resold interexchange telecommunications services statewide within the State of Idaho. Applicant respectfully requests that the Idaho Public Utilities Commission ("Commission") grant the CCN pursuant to Section 61-526 of the Idaho Code, and Rule 111 of the Commission's Rules of Procedure.

Additionally, Applicant is in the process of being acquired by GoDaddy Operating Company, LLC ("GoDaddy Operating"). GoDaddy Operating, its direct wholly-owned subsidiary San Fernando Merger Sub Inc. ("San Fernando Merger Sub"), FreedomVoice, and certain FreedomVoice shareholders entered into an Agreement and Plan of Merger dated as of May 17,

CALLCATCHERS INC. D/B/A FREEDOMVOICE SYSTEMS' APPLICATION FOR A
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

2016 (the “Agreement”). Pursuant to the Agreement, San Fernando Merger Sub will be merged with and into FreedomVoice – with FreedomVoice being the surviving entity. All equity securities of FreedomVoice will be canceled, and its shareholders will be entitled to receive consideration for those securities. FreedomVoice will thus become an indirect, wholly-owned subsidiary of GoDaddy Operating. Upon or after the closing of the transfer of control, the parties anticipate that the vast majority of FreedomVoice’s operations and assets will be assigned from FreedomVoice to GoDaddy.com LLC (“GD LLC”), a direct, wholly owned subsidiary of GoDaddy Operating. Accordingly, the Applicant respectfully requests the Commission consider FreedomVoice’s proposed ownership as it considers this registration, or, to the extent required, approves FreedomVoice’s acquisition by GoDaddy Operating and GD LLC (“Proposed Transaction”). GD LLC will file for and obtain any necessary licenses necessary to provide intrastate services prior to the transfer of any customers.

The Applicant asserts that a formal hearing is not necessary in this matter, and respectfully requests that this Application be processed by Modified Procedure pursuant to Rules 201-2014 of the Commission’s Rules of Procedure.

In support of this Application, FreedomVoice states as follows:

1. NAME, ADDRESS, AND FORM OF BUSINESS:

A. Character of Public Service: Applicant is a competitive telecommunications company intending to offer resold interexchange telecommunications and Interconnected Voice over Internet Protocol (“I-VoIP”) services for business customers throughout the entire State of Idaho.

B. Name and Corporate Information: Applicant’s legal name is CallCatchers Inc., and its d/b/a name is FreedomVoice Systems. Applicant is a Delaware corporation.

CALLCATCHERS INC. D/B/A FREEDOMVOICE SYSTEMS’ APPLICATION FOR A
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

Applicant's Certificate of Incorporation, and Certificate of Authority to Business in the State of Idaho are attached hereto as **Exhibit A**. Applicant is in the process of obtaining its Certificate of Good Standing in the State of Delaware, and will supplement its Application with such information once obtained.

C. **Business Address**: Applicant's principal business address is: 169 Saxony Road, Encinitas, California 92024. Applicant will not otherwise maintain an office in the State of Idaho, and will manage all operations in the state from its principal place of business in Encinitas, California.

D. **Email Address**: Applicant's email address is: customercare@freedomvoice.com

E. **Telephone Number**: Applicant's toll-free telephone number is: (800) 477-1477.

F. **Registered Agent**: FreedomVoice's registered agent in the State of Idaho is as follows:

Corporate Creations Network Inc.
950 W. Bannock Street, #1100
Boise, ID 83702
Tel: (208) 475-4283
Email: contactus@corpcreations.com

G. **Management and Ownership Information**: Please see **Exhibit B** attached hereto for Applicant's management and ownership information.

2. WHY SERVICE IS PROPOSED:

Applicant proposes to offer resold interexchange telecommunications services in the State of Idaho as doing so would be in the public interest. Applicant will serve the public interest by creating greater competition in the telecommunications marketplace, thus providing consumers with additional choices for interexchange services. Applicant's entry into the market will add diversity of supply, innovative service offerings, and competitive pricing. Applicant's proposed service offerings will provide Idaho consumers with high quality, telephonic communications at

CALLCATCHERS INC. D/B/A FREEDOMVOICE SYSTEMS' APPLICATION FOR A
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

reasonable rates, and therefore, its entry into the Idaho marketplace is in the public interest. The pre-filed testimony of Applicant's President, Eric Thomas, supporting this Application and demonstrating, *inter alia*, how FreedomVoice's proposed service is in the public interest is attached hereto as **Exhibit C**.

3. Proposed Operations:

FreedomVoice proposes to offer resold interexchange telecommunications and I-VoIP services throughout the entire State of Idaho. Specifically, Applicant utilizes a proprietary interactive voice response ("IVR") and unified messaging platform. Applicant purchases toll free and direct inward dialing ("DID") numbers, and resells those numbers as part of a virtual office service. Small business customers then use those numbers to access Applicant's integrated suite of additional services and functionality, including: auto attendant, call forwarding/distribution, call queuing, call screening, Internet fax/fax back, and enhanced voicemail capabilities such as voice-to-text conversion and email delivery of voicemails. Applicant's proposed tariff, including its anticipated rates and charges for its service offerings, is attached hereto as **Exhibit D**.

Additionally, Applicant predicts that, as a provider of resold interexchange telecommunications services, it will compete with all of the companies currently listed on the "Title 62 Companies" list provided on the Commission's website: http://www.puc.idaho.gov/fileroom/UIS_public_t62.html.

4. MAPS:

FreedomVoice seeks authority to provide resold interexchange telecommunications and I-VoIP services on a statewide basis. As such, Applicant is not attaching service area maps in support of its Application.

5. FINANCIAL INFORMATION:

FreedomVoice possesses the financial resources necessary to provide reliable telecommunications services. The most recent financial statements for GoDaddy Operating's parent, GoDaddy Inc., are available in GoDaddy Inc.'s most recent Form 10-K filed with the Securities and Exchange Commission on March 2, 2016 (*available at: <http://www.sec.gov/Archives/edgar/data/1609711/000160971116000048/gddy-12312015x10k.htm>*).

Estimates of the cost of extending to and the annual cost of serving the territory for which the certificate is sought, or, of the annual revenue from them or expected annual revenue from them are attached hereto as **Exhibit E**.

6. SERVICE CONNECTIONS

FreedomVoice estimates that it will make approximately 210 service connections in conjunction with its service offerings in the State of Idaho.

7. CONTACT INFORMATION:

Correspondence regarding this Application should be directed to:

Michael P. Donahue
Keenan P. Adamchak
Marashlian & Donahue, PLLC
1420 Spring Hill Road, Suite 401
McLean, VA 22102
Tel: (703) 714-1319/-1323
Fax: (703) 563-6222
Email: mpd@commlawgroup.com
kpa@commlawgroup.com

with a copy to:

Jennifer L. Kostyu
L. Charles Keller
Wilkinson Barker Knauer, LLP
1800 M Street, NW, Suite 800N
Washington, DC 20036
Tel: (202) 783-4141
Fax: (202) 783-5851
Email: jkostyu@wbklaw.com
ckeller@wbklaw.com

Correspondence concerning the Applicant's ongoing regulatory compliance should be directed to:

Gino Capozzi, Tax and Regulatory Compliance Manager
169 Saxony Road, Suite 214
Encinitas, CA 92024
Tel: (800) 477-1477 x 816
Fax: (800) 477-1477
Email: Compliance@freedomvoice.com

8. INTERCONNECTION AGREEMENTS

As FreedomVoice will only be offering resold interexchange and I-VoIP services to customers in the State of Idaho, it does not anticipate entering into any interconnection agreements with other providers operating in the state.

9. COMPLIANCE WITH THE COMMISSION RULES

FreedomVoice has reviewed all of the Commission's rules, and agrees to comply with said rules, as applicable, unless otherwise ordered.

10. RELEASE OF INFORMATION

FreedomVoice hereby permits the release of its name, address, and general business telephone number in response to a request for the same.

CONCLUSION

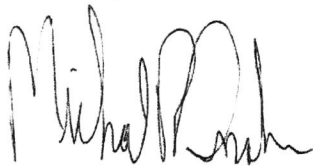
The instant Applicant and supporting exhibits demonstrate that it would be in the public interest to grant CallCatchers Inc. d/b/a FreedomVoice Systems a Certificate of Convenience and Necessity to provide resold interexchange telecommunications services within the State of Idaho.

WHEREFORE, Applicant respectfully requests that the Commission:

1. Process this Application by Modified Procedure under the Commission's Rules of Procedure;
2. Grant Applicant's request for a Certificate of Convenience and Necessity to provide resold interexchange telecommunications services within the State of Idaho; and
3. Grant such other relief as it deems necessary and appropriate.

Dated this 22nd day of June, 2016.

Respectfully submitted,



Michael P. Donahue
Keenan P. Adamchak
Marashlian & Donahue, PLLC
1420 Spring Hill Road, Suite 401
McLean, VA 22102
Tel: (703) 714-1319/-1323
Fax: (703) 563-6222
Email: mpd@commlawgroup.com
kpa@commlawgroup.com

*Counsel for CallCatchers Inc.
d/b/a FreedomVoice Systems*

Jennifer L. Kostyu
L. Charles Keller
Wilkinson Barker Knauer, LLP
1800 M Street, NW, Suite 800N
Washington, DC 20036
Tel: (202) 783-4141
Fax: (202) 783-5851
Email: jkostyu@wbklaw.com
ckeller@wbklaw.com

Counsel for GoDaddy Operating Company, LLC

Certificate of Service

I HEREBY CERTIFY that on this 22nd day of June, 2016, a true and correct copy of the foregoing document was served on the following individuals by the method indicated below:

Jean Jewell, Commission Secretary
Idaho Public Utilities Commission
472 W. Washington Street
P.O. Box 83720
Boise, ID 83720-5983

☒ U.S. Mail
☐ Facsimile (208) 342-3829
☐ Overnight Delivery
☐ Messenger Delivery
☐ Email



Michael P. Donahue

Counsel for CallCatchers Inc. d/b/a FreedomVoice Systems

List of Exhibits

Exhibit A – Corporate Documents

Exhibit B – Management and Ownership Information

Exhibit C – Pre-Filed Testimony

Exhibit D – Proposed Tariff

Exhibit E – Cost and Revenue Estimates

Verification

Exhibit A

Corporate Documents

Applicant's Certificate of Incorporation, and Certificate of Authority to Business in the State of Idaho are attached hereto.

CERTIFICATE OF INCORPORATION
OF

CallCatchers Inc.
A CLOSE CORPORATION

FIRST: The name of this corporation is CallCatchers Inc.

SECOND: Its registered office in the State of Delaware is to be located at Three Christina Centre, 201 N. Walnut St., Wilmington, DE 19801, County of New Castle. The registered agent in charge thereof is The Company Corporation, address "same as above".

THIRD: The nature of the business and the objects and purposes proposed to be transacted, promoted and carried on, are to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.

FOURTH: The amount of total authorized shares of stock of this corporation is 1,500 shares of
NO par value.

FIFTH: The name and mailing address of the incorporator is:
Regina Cephas, Three Christina Centre, 201 N. Walnut St., Wilmington DE 19801

SIXTH: All of the corporation's issued stock, exclusive of treasury shares, shall be held of record by not more than thirty (30) persons.

SEVENTH: All of the issued stock of all classes shall be subject to one or more of the restrictions on transfer permitted by Section 202 of the General Corporation Law.

EIGHTH: The corporation shall make no offering of any of its stock of any class which would constitute a "public offering" within the meaning of the United States Securities Act of 1933 as it may be amended from time to time.

NINTH: Directors of the corporation shall not be liable to either the corporation or its stockholders for monetary damages for a breach of fiduciary duties unless the breach involves: (1) a director's duty of loyalty to the corporation or its stockholders; (2) acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law; (3) liability for unlawful payments of dividends or unlawful stock purchases or redemption by the corporation; or (4) a transaction from which the director derived an improper personal benefit.

I, THE UNDERSIGNED, for the purpose of forming a corporation under the laws of the State of Delaware, do make, file and record this Certificate and do certify that the facts herein are true, and I have accordingly hereunto set my hand.

DATED: DECEMBER 28, 1995

Regina Cephas

State of Delaware
Office of the Secretary of State

PAGE 1

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "CALLCATCHERS INC.", FILED IN THIS OFFICE ON THE THIRD DAY OF FEBRUARY, A.D. 2000, AT 9 O'CLOCK A.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.

2575702 8100

001056105



A handwritten signature in cursive script, reading "Edward J. Freel".

Edward J. Freel, Secretary of State

AUTHENTICATION:

DATE:

0237931

02-04-00

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
LED 09:00 AM 02/03/2000
001056105 - 2575702

CERTIFICATE OF AMENDMENT
OF
CERTIFICATE OF INCORPORATION
OF
CALLCATCHERS INC.

CALLCATCHERS INC. , a corporation
organized and existing under and by virtue of the General
Corporation Law of the State of Delaware, DOES HEREBY CERTIFY:

FIRST: That the Board of Directors of said corporation at a
meeting duly convened and held, adopted the following resolution:

RESOLVED that the Board of Directors hereby declares it
advisable and in the best interest of the Company that Article
Fourth of the Certificate of Incorporation be amended to read as
follows:

FOURTH: The total number of shares of stock which this
corporation is authorized to issue is:

ONE THOUSAND FIVE HUNDRED AND TWENTY FIVE (1525) SHARES WITHOUT
PAR VALUE

SECOND: That the said amendment has been consented to and
authorized by the holders of a majority of the issued and
outstanding stock entitled to vote by written consent given in
accordance with the provisions of Section 228 of the General
Corporation Law of the State of Delaware.

THIRD: That the aforesaid amendment was duly adopted in
accordance with the applicable provisions of Sections 242 and 228 of
the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, said corporation has caused this
Certificate to be signed by
this 27th day of January A.D. 2000.



Authorized Officer
ERIC THOMAS

Delaware

PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "CALLCATCHERS INC.", FILED IN THIS OFFICE ON THE TWENTIETH DAY OF FEBRUARY, A.D. 2002, AT 9 O'CLOCK A.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.



2575702 8100

020113676

Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 1626682

DATE: 02-22-02

STATE of DELAWARE
CERTIFICATE of AMENDMENT of
CERTIFICATE of INCORPORATION

- **First:** That at a meeting of the Board of Directors of _____
CALLCATCHERS INC.

resolutions were duly adopted setting forth a proposed amendment of the Certificate of Incorporation of said corporation, declaring said amendment to be advisable and calling a meeting of the stockholders of said corporation for consideration thereof.

The resolution setting forth the proposed amendment is as follows:

Resolved, that the Certificate of Incorporation of this corporation be amended by changing the Article thereof numbered " 4 " so that, as amended, said Article shall be and read as follows:

" THE CORPORATION SHALL BE AUTHORIZED TO ISSUE UP TO
ONE MILLION TWO HUNDRED TWENTY THOUSAND SHARES OF COMMON
STOCK WITH A PAR VALUE OF \$0.10 AMOUNTING TO \$122,000.00. "

- **Second:** That thereafter, pursuant to resolution of its Board of Directors, a special meeting of the stockholders of said corporation was duly called and held, upon notice in accordance with Section 222 of the General Corporation Law of the State of Delaware at which meeting the necessary number of shares as required by statute were voted in favor of the amendment.
- **Third:** That said amendment was duly adopted in accordance with the provisions of Section 242 of the General Corporation Law of the State of Delaware.
- **Fourth:** That the capital of said corporation shall not be reduced under or by reason of said amendment.

BY: _____

(Authorized Officer)

NAME: _____

Eric Thomas

(Type or Print)

STATE of DELAWARE
CERTIFICATE of AMENDMENT of
CERTIFICATE of INCORPORATION

- **First:** That at a meeting of the Board of Directors of _____
CALLCATCHERS INC.

resolutions were duly adopted setting forth a proposed amendment of the Certificate of Incorporation of said corporation, declaring said amendment to be advisable and calling a meeting of the stockholders of said corporation for consideration thereof.

The resolution setting forth the proposed amendment is as follows:

Resolved, that the Certificate of Incorporation of this corporation be amended by changing the Article thereof numbered "_____" so that, as amended, said Article shall be and read as follows:

" THE CORPORATION SHALL BE AUTHORIZED TO ISSUE UP TO
ONE MILLION TWO HUNDRED TWENTY THOUSAND SHARES OF COMMON
STOCK WITH A PAR VALUE OF \$0.10 AMOUNTING TO \$122,000.00. "

- **Second:** That thereafter, pursuant to resolution of its Board of Directors, a special meeting of the stockholders of said corporation was duly called and held, upon notice in accordance with Section 222 of the General Corporation Law of the State of Delaware at which meeting the necessary number of shares as required by statute were voted in favor of the amendment.
- **Third:** That said amendment was duly adopted in accordance with the provisions of Section 242 of the General Corporation Law of the State of Delaware.
- **Fourth:** That the capital of said corporation shall not be reduced under or by reason of said amendment.

BY: _____

(Authorized Officer)

NAME: _____

Eric Thomas

(Type or Print)

State of Idaho

Office of the Secretary of State

**CERTIFICATE OF AUTHORITY
OF
CALLCATCHERS INC.**

File Number C 185496

I, BEN YSURSA, Secretary of State of the State of Idaho, hereby certify that an Application for Certificate of Authority, duly executed pursuant to the provisions of the Idaho Business Corporation Act, has been received in this office and is found to conform to law.

ACCORDINGLY and by virtue of the authority vested in me by law, I issue this Certificate of Authority to transact business in this State and attach hereto a duplicate of the application for such certificate.

Dated: December 18, 2009



Ben Yursa
SECRETARY OF STATE

By

Hinda McCreary

FILED EFFECTIVE



**APPLICATION FOR CERTIFICATE
OF AUTHORITY (For Profit)**
(Instructions on Back of Application)

2009 DEC 18 AM 11:32

SECRETARY OF STATE
STATE OF IDAHO

The undersigned Corporation applies for a Certificate of Authority and states as follows:

1. The name of the corporation is: CallCatchers Inc.
2. The name which it shall use in Idaho is: _____
3. It is incorporated under the laws of: Delaware
4. Its date of incorporation is: 12/28/1995
6. The address of its principal office is:
169 Saxony Road, #206 Encinitas, California 92024
8. The address to which correspondence should be addressed, if different from item 6, is:

7. The street address of its registered office in Idaho is: 1201 N. Liberty St. #917 Boise, Idaho 83704
and its registered agent in Idaho at that address is: Corporate Creations Network Inc.
8. The names and respective business addresses of its directors and officers are:

Name	Title	Business Address
<u>Adam Gould</u>	<u>Director</u>	<u>169 Saxony Road, #206</u> <u>Encinitas, California 92024</u>
<u>Eric Thomas</u>	<u>President</u>	<u>169 Saxony Road, #206</u> <u>Encinitas, California 92024</u>
<u>Jim Schumacher</u>	<u>Secretary</u>	<u>169 Saxony Road, #206</u> <u>Encinitas, California 92024</u>

Dated: 12/17/2009

Signature: _____

Typed Name: Veronica PaezCapacity: Special Secretary

(The signer must be a director or an officer of the corporation.)

Customer Acct # : _____

(If using pre-paid account)

Secretary of State use only

Printed Name
Signature
Date

What Fee

IDAHO SECRETARY OF STATE
12/18/2009 05:00
CK: 368188 CT: 172899 BH: 1199828
1 @ 188.00 = 188.00 AUTH PRO V 2
1 @ 20.00 = 20.00 EXPEDITE C 3

C185496

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "CALLCATCHERS INC." IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE SIXTEENTH DAY OF DECEMBER, A.D. 2009.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "CALLCATCHERS INC." WAS INCORPORATED ON THE TWENTY-EIGHTH DAY OF DECEMBER, A.D. 1995.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL REPORTS HAVE BEEN FILED TO DATE.

AND I DO HEREBY FURTHER CERTIFY THAT THE FRANCHISE TAXES HAVE BEEN PAID TO DATE.

2575702 8300

091107479

You may verify this certificate online
at corp.delaware.gov/certify.asp




Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 7704489

DATE: 12-16-09

Ben Yursa
Secretary of State

450 N 4th Street
PO Box 83720
Boise ID 83720-0080



Phone: (208) 334-2301
Fax: (208) 334-2080

sosinfo@sos.idaho.gov
www.sos.idaho.gov

STATE OF IDAHO
SECRETARY OF STATE

ANNUAL REPORTING REQUIREMENTS

Each corporation, limited liability company, limited partnership and limited liability partnership authorized to transact business in this state must deliver to the secretary of state for filing an annual report on a form provided by this office.

If an annual report is not received on or before the due date, the following will occur:

- 1) Domestic corporations and limited liability companies will be subject to administrative dissolution;
- 2) Foreign corporations will be subject to revocation of its authority to do business in Idaho;
- 3) Foreign limited liability companies will be subject to administrative cancellation;
- 4) Limited partnerships will be subject to administrative cancellation / termination.
- 5) Limited liability partnerships will lose their limited liability status and revert to general partnerships:

The form must be executed by a person authorized by the company, indicating such capacity, setting forth the name of the company, the state or country under whose law it is incorporated/organized, along with the names and addresses of its current registered agent and officers.

The first, and all subsequent annual reports shall be delivered to the secretary of state each year before the end of the month during which a corporation or limited liability company was initially authorized to transact business. (Please note: the first annual report is not due until 1 year after the initial filing date.)

A post card will be sent to notify you that your annual report is due. There is no filing fee if the annual report is received in this office by the date it is due. A post mark date is not sufficient.

A sample of the post card and a generated annual report is included on the back of this letter.

File your annual report electronically via our website: www.sos.idaho.gov or request a mail in report form. Please follow the instructions carefully when entering the data. The annual report will only be available for filing 60 days prior to the due date.

If you have any questions or need further assistance, please do not hesitate to contact this office at (208) 334-2301.

Very truly yours,

COMMERCIAL DIVISION
IDAHO SECRETARY OF STATE'S OFFICE

Enclosures: cited

Exhibit B

Management and Ownership Information

As stated in the Application, FreedomVoice is in the process of being acquired by GoDaddy Operating. GoDaddy Operating, its direct wholly-owned subsidiary San Fernando Merger Sub, FreedomVoice, and certain FreedomVoice shareholders entered into an Agreement and Plan of Merger dated as of May 17, 2016 (the "Agreement"). Pursuant to the Agreement, San Fernando Merger Sub will be merged with and into FreedomVoice – with FreedomVoice being the surviving entity. All equity securities of FreedomVoice will be canceled, and its shareholders will be entitled to receive consideration for those securities. FreedomVoice will thus become a direct, wholly-owned subsidiary of GoDaddy Operating. Upon or after the closing of the transfer of control, the parties anticipate that the vast majority of FreedomVoice's operations and assets will be assigned from FreedomVoice to GD LLC, a direct, wholly owned subsidiary of GoDaddy Operating. Accordingly, Applicant respectfully requests the Commission consider FreedomVoice's proposed ownership as it considers this registration, or, to the extent required, approves the Proposed Transaction.

Accordingly, Applicant hereby provides ownership and management information for before and after the Proposed Transaction:

I. Pre-Transaction

A. Ownership Information

FreedomVoice is currently owned by the following individuals:

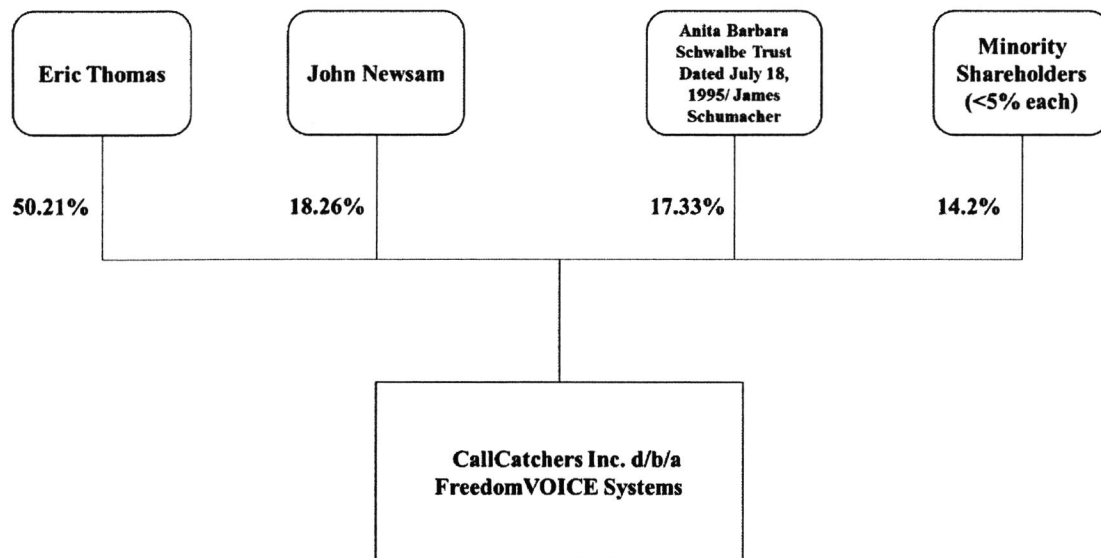
Name:	Eric Thomas
Ownership Interest:	50.21%

Name:	John Newsam
Ownership Interest:	18.26%

Name:	Anita Barbara Schwalbe Trust Dated July 18, 1995/ James Schumacher
Ownership Interest:	17.33%

The remaining 14.2% of stock is owned by various entities or individuals of which each hold less than a 5% ownership share in FreedomVoice.

A chart depicting FreedomVoice's current ownership structure is provided below:



B. Management Information

FreedomVoice's current officers and directors are as follows:

Officers:

- Eric Thomas, President
- James Schumacher, Secretary

Directors:

- Adam Gould
- John Newsam
- Julie Bryant

All current officers and directors of FreedomVoice may be contacted at (800) 477-1477, or compliance@freedomvoice.com.

II. Post-Transaction

A. Ownership Information

Following the closing of the Proposed Transaction, FreedomVoice will be a wholly-owned subsidiary of the following entity:

Name: Media Temple Inc. (DE)
Address: 14455 N. Hayden Road
Scottsdale, AZ 85260

Media Temple Inc. will be a wholly-owned subsidiary of the following entity:

Name: GoDaddy Operating Company, LLC (DE)
Address: 14455 N. Hayden Road
Scottsdale, AZ 85260

GoDaddy Operating Company, LLC will be a wholly-owned subsidiary of the following entity:

Name: Desert Newco, LLC (DE)
Address: 14455 N. Hayden Road
Scottsdale, AZ 85260

Desert Newco, LLC will be owned by the following entities:

Name: GoDaddy Inc. (DE)
Address: 14455 N. Hayden Road
Scottsdale, AZ 85260
Ownership Interest: 50% of Desert Newco, LLC¹

Name: Yam Special Holdings, Inc. (AZ)
Address: 15475 N. 84th Street
Scottsdale, AZ 85260
Ownership Interest: ~20% of Desert Newco, LLC

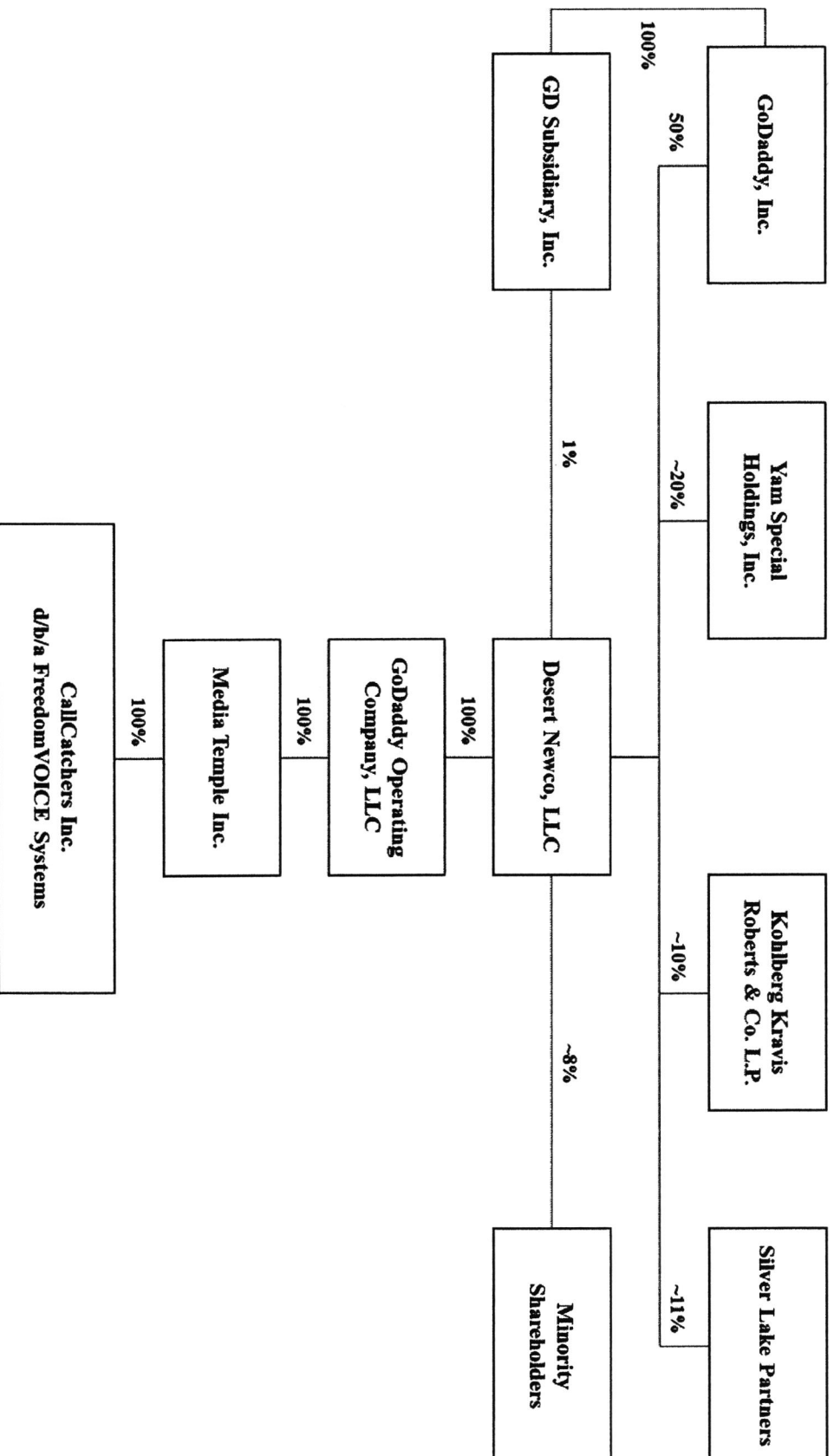
Name: Kohlberg Kravis Roberts & Co. L.P. (DE)
Address: 9 West 57th Street, Suite 4200,
New York, NY 10019
Ownership Interest: ~10% of Desert Newco, LLC

¹ GoDaddy, Inc. also is the sole managing member and controls the management of Desert Newco, LLC. GD Subsidiary Inc., a wholly-owned subsidiary of GoDaddy, holds an approximate 1% ownership interest in Desert Newco. GD Subsidiary Inc. is a Delaware corporation, and its address is 14455 N. Hayden Road, Scottsdale, AZ 85260.

Name: Silver Lake Partners (DE)
Address: 2775 Sand Hill Road, Suite 100
Menlo Park, CA 94025
Ownership Interest: ~11% of Desert Newco, LLC

To the best of Applicant's knowledge, no other entity or individual will directly or indirectly hold a 10% or greater ownership interest in FreedomVoice following the closing of the Proposed Transaction.

A chart depicting FreedomVoice's ownership structure following the closing of the Proposed Transaction is provided on the next page.



B. Management Information

Following the Proposed Transaction, FreedomVoice's officers and directors will be as follows:

Officers:

- Matthew Kelpy, President & Treasurer
- Nima Kelly, Secretary

Directors:

- Matthew Kelpy
- Nima Kelly

All future officers and directors of FreedomVoice may be contacted at (800) 477-1477, or compliance@freedomvoice.com.

**Before the
IDAHO PUBLIC UTILITIES COMMISSION**

In the Matter of the Application of)
CallCatchers Inc. d/b/a FreedomVoice Systems)
for a Certificate of Convenience and Necessity) Docket No. _____
to Provide Resold Interexchange Telecommunications)
Services in the State of Idaho)

PRE-FILED TESTIMONY OF ERIC THOMAS

Q: PLEASE STATE YOUR NAME, POSITION AND BUSINESS ADDRESS.

A: My name is Eric Thomas. I am President of CallCatchers Inc. d/b/a FreedomVoice Systems ("FreedomVoice"). My business address is 169 Saxony Road, Suite 212, Encinitas, California 92024.

**Q: PLEASE BRIEFLY DESCRIBE YOUR BACKGROUND, INCLUDING
EDUCATIONAL AND BUSINESS EXPERIENCES.**

A: I bring over twenty years of leadership in the development of virtual and hosted business phone solutions. As a pioneer of toll free virtual phone systems in 1996, I made my move towards the hosted VoIP phone system market in 2006 with the goal of providing a better set of telecommunications tools that small businesses could use to enhance their image and maximize productivity. Not content to buy or borrow someone else's technology, I led FreedomVoice in the creation of FreedomIQ, an industry-leading hosted VoIP PBX platform engineered from the ground up.

I keep FreedomVoice a profitable, debt-free, and rapidly-growing company by attracting customers with a friendly, down-to-earth staff, a uniquely cost-effective billing model, and a commitment to outstanding quality of service.

Prior to FreedomVoice, I held the position of President at B/T SciTech, a molecular biology distribution firm I founded in 1991.

Q: HAVE YOU PREVIOUSLY TESTIFIED BEFORE THIS COMMISSION?

A: No.

Q: ARE YOU FAMILIAR WITH THE APPLICATION FILED BY FREEDOMVOICE?

A: Yes. I assisted in the preparation of the Application.

Q: WHAT IS THE PURPOSE OF YOUR TESTIMONY?

A: The purpose of my testimony is to: (1) describe the means by which FreedomVoice expects to market its services and provide its customers with resold interexchange telecommunications services; (2) describe the financial, technical, and managerial resources of FreedomVoice; and (3) to comment on the public need for, and the public benefits of, FreedomVoice's proposed services.

Q: WHAT IS THE CORPORATE STRUCTURE OF FREEDOMVOICE?

A: FreedomVoice is a Delaware corporation. Applicant is currently owned by a group of investors, including myself. Detailed information regarding FreedomVoice's current ownership structure is provided in Exhibit B of the Application.

Additionally, as set forth in the Application, FreedomVoice is currently in the process of being acquired by GoDaddy Operating Company, LLC ("GoDaddy Operating"). GoDaddy Operating, its direct wholly-owned subsidiary San Fernando Merger Sub Inc., FreedomVoice, and certain FreedomVoice shareholders entered into an Agreement and Plan of Merger dated as of May 17, 2016 (the "Agreement"). Pursuant to the Agreement, San Fernando Merger Sub will be merged with and into FreedomVoice – with

FreedomVoice being the surviving entity. All equity securities of FreedomVoice will be canceled, and its shareholders will be entitled to receive consideration for those securities. FreedomVoice will thus become a direct, wholly-owned subsidiary of GoDaddy Operating. Upon or after the closing of the transfer of control, the parties anticipate that the vast majority of FreedomVoice's operations and assets will be assigned from FreedomVoice to GoDaddy.com LLC ("GD LLC"), a direct, wholly owned subsidiary of GoDaddy Operating ("Proposed Transaction"). FreedomVoice's tentative ownership structure as a result of the Proposed Transaction is also provided in **Exhibit B** of the Application. Accordingly, FreedomVoice is also requesting the Commission consider FreedomVoice's proposed ownership when it reviews FreedomVoice's application or, to the extent required, approve the Proposed Transaction.

Q: WHAT SERVICES ARE PROVIDED BY FREEDOMVOICE?

A: FreedomVoice utilizes a proprietary interactive voice response ("IVR") and unified messaging platform. Applicant purchases toll free and direct inward dialing ("DID") numbers and resells those numbers as part of a virtual office service. Small business customers then use those numbers to access Applicant's integrated suite of additional services and functionality, including auto attendant, call forwarding/distribution, call queuing, call screening, Internet fax/fax back, and enhanced voicemail capabilities such as voice-to-text conversion and email delivery of voicemails. FreedomVoice will also provide interconnected VoIP services.

Q: HOW WILL FREEDOMVOICE BILL ITS CUSTOMERS?

A: FreedomVoice bills any applicable initiation fees and monthly recurring charges in advance of the month of usage. FreedomVoice invoices customers on a monthly basis for

recurring monthly charges for the specific plan purchased by the customer and minutes used above the plan allowance for the previous month. Usage charges are billed in arrears for the previous month. At the time the customer signs up for service via FreedomVoice's website, the company obtains credit or debit card information from the customer, and automatically bills the customer's credit or debit card each month for the invoiced charges. If a customer elects to pay by check rather than by credit or debit card, FreedomVoice may require a deposit equal to the monthly recurring charge.

Q: HOW WILL FREEDOMVOICE HANDLE CUSTOMER COMPLAINTS?

A: Customer complaints will be handled entirely in-house by FreedomVoice's customer service staff. Customers may reach FreedomVoice toll free by calling (800) 477-1477, or by opening a support ticket at support@FreedomVOICE.com. In the event of a billing dispute between the customer and the FreedomVoice, the customer shall notify FreedomVoice of its disagreement within ninety (90) days of receiving its bill. The customer may request, and FreedomVoice will provide, a detailed review of the disputed amount. In this event, the undisputed amount of any subsequent billing must be paid on a timely basis. Customers may access FreedomVoice's customer service to initiate service complaints or to receive updates on reported problems or pending customer service complaints twenty-four hours a day, seven days a week. Customers may also call this number to leave a message. Inquiries regarding service or billing may also be made in writing.

Q: DESCRIBE THE AUTHORITY THAT FREEDOMVOICE SEEKS BY ITS APPLICATION.

A: FreedomVoice seeks authority to provide resold interexchange telecommunications services throughout the entire State of Idaho to the extent permitted by law and the Commission's regulations.

Q: DOES FREEDOMVOICE PROPOSE TO OFFER TELECOMMUNICATIONS SERVICES TO BOTH RESIDENTIAL AND BUSINESS/COMMERCIAL CUSTOMER?

A: FreedomVoice markets its services primarily to business customers. The flexibility, scalability, and functionality of FreedomVoice's services provide the greatest advantages for business users. However, FreedomVoice will serve residential customers to the extent required by law or the Commission's regulations pursuant to a grant of authority to provide resold interexchange telecommunications services in the State of Idaho.

Q: PLEASE DESCRIBE FREEDOMVOICE'S FINANCIAL QUALIFICATIONS TO PROVIDE TELECOMMUNICATIONS SERVICES IN IDAHO.

A: As set forth in Application, FreedomVoice currently has access to sufficient capital to provide telecommunications services in Idaho. Specifically, following completion of the Proposed Transaction, FreedomVoice will have access to the capital and other resources of GoDaddy Operating's parent, GoDaddy Inc. GoDaddy Inc.'s most recent financial statements are in its most recent Form 10-K filed with the Securities and Exchange Commission on March 2, 2016 (*available at: <http://www.sec.gov/Archives/edgar/data/1609711/000160971116000048/gddy-12312015x10k.htm>*).

Q: IN WHAT GEOGRAPHICAL AREAS WILL FREEDOMVOICE PROVIDE SERVICE?

A: FreedomVoice is seeking immediate authority to provide resold interexchange telecommunications services throughout the State of Idaho.

Q: IN YOUR OPINION, WOULD GRANT OF FREEDOMVOICE'S APPLICATION BE IN THE PUBLIC INTEREST?

A: Yes. FreedomVoice's proposed service offering will provide telecommunications services of the highest quality, and will offer both increased diversification and increased reliability of communications services. Grant of the FreedomVoice's Application will enhance competition for resold interexchange telecommunications services in Idaho by providing consumers with an additional service provider choice for the satisfaction of their telecommunications needs.

Q: WILL YOU REMAIN AVAILABLE TO RESPOND TO ANY ADDITIONAL QUESTIONS FROM THE COMMISSION OR ITS STAFF ABOUT YOUR APPLICATION OR COMPANY IF NECESSARY?

A: Yes.

Q: DOES THIS COMPLETE YOUR TESTIMONY?

A: Yes.

**Before the
IDAHO PUBLIC UTILITIES COMMISSION**

In the Matter of the Application of)
CallCatchers Inc. d/b/a FreedomVoice Systems)
for a Certificate of Convenience and Necessity)
to Provide Resold Interexchange Telecommunications)
Services in the State of Idaho)

Docket No. _____

VERIFICATION

State of California)
) ss.
County of San Diego)

Eric Thomas, being duly sworn, deposes and says: that he is the President of CallCatchers Inc. d/b/a FreedomVoice Systems; that he has read the foregoing Pre-Filed Testimony and knows the contents thereof, and that the same is true of his knowledge except as to the matters therein stated upon information and belief; and as to those matters he believes them to be true; and that he consents to the Pre-Filed Testimony being used as evidence in this proceeding.

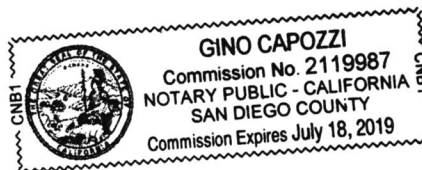
Eric Thomas

Subscribed and sworn to before this 17 day of June, 2016.

Notary Public

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

My commission expires: 7/18/19



CallCatchers Inc.
d/b/a FreedomVoice Systems
169 Saxony, Suite 212
Encinitas, CA 92024

Idaho Public Utilities Commission Tariff No. 1
Original Page No. 1

CallCatchers Inc. d/b/a FreedomVoice Systems

IDAHO TELECOMMUNICATIONS TARIFF

This tariff contains the rates, terms, and conditions applicable to Resold Telecommunications Services provided by CallCatchers Inc. d/b/a FreedomVoice Systems ("FreedomVoice"), with principal offices at 169 Saxony Road, Suite 212, Encinitas, California 92024.

This tariff applies for services furnished within the State of Idaho. The tariff is on file with the Idaho Public Utilities Commission, and copies may be inspected during normal business hours at the Company's principal place of business.

Issued: __, 2016

Effective: __, 2016

Issued by: Eric Thomas, President
CallCatchers Inc. d/b/a FreedomVoice Systems
169 Saxony Road, Suite 212
Encinitas, California 92024

CallCatchers Inc.
d/b/a FreedomVoice Systems
169 Saxony, Suite 212
Encinitas, CA 92024

Idaho Public Utilities Commission Tariff No. 1
Original Page No. 2

CHECK SHEET

Pages of this tariff, as indicated below, are effective as of the date shown at the bottom of the respective pages. Original and revised pages, as named below, comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

Page	Revision	Page	Revision
1	Original		
2	Original		
3	Original		
4	Original		
5	Original		
6	Original		
7	Original		
8	Original		
9	Original		
10	Original		
11	Original		
12	Original		
13	Original		
14	Original		
15	Original		
16	Original		
17	Original		
18	Original		
19	Original		

* - indicates those pages includes with this filing

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Idaho Public Utilities Commission Tariff No. 1
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Issued: __, 2016

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Idaho Public Utilities Commission Tariff No. 1
Original Page No. 4

SYMBOLS

The following are the only symbols used for the purposes indicated below:

C – Change in Rule or Regulation.

D - Delete or Discontinue.

I - Change Resulting in an increase to a Customer's bill.

M - Moved from another tariff location.

N - New

R - Change resulting in a reduction to a Customer's bill.

T - Change in text or regulation.

Issued: __, 2016

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169 Saxony Road, Suite 212
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TARIFF FORMAT

A. Sheet Numbering - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.

B. Sheet Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc. the Commission follows in their tariff approval process, the most current sheet number on file with the Commission is not always the tariff pages in effect. Consult the check sheet for sheet currently in effect.

C. Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:

- 2.
- 2.1.
- 2.1.1.
- 2.1.1.A.
- 2.1.1.A.1.
- 2.1.1.A.1.(a).
- 2.1.1.A.1.(a).I.

D. Check Sheets - When a tariff filing is made with the Commission, an updated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on the check sheet if these are the only changes made to it (*i.e.*, the format, etc. remains the same, just revised revision levels on some pages). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the Idaho Public Utilities Commission.

Issued: __, 2016

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Idaho Public Utilities Commission Tariff No. 1
Original Page No. 6

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Customer - The person, firm, corporation or other entity which orders, cancels, amends or uses service and is responsible for payment of charges and compliance with the Company's tariff.

Company or Carrier – CallCatchers Inc. d/b/a FreedomVoice Systems unless otherwise clearly indicated by the context.

Day - From 6:00 AM up to but not including 6:00 PM Pacific Time Monday through Friday.

Commission - The Idaho Public Utilities Commission.

Holidays - The Company observes the following holidays: New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

V & H Coordinates - Geographic points which define the originating and terminating points of a call in mathematical terms so that the airline mileage of the call may be determined. Call mileage is used for the purposed of rating calls where applicable.

Issued: __, 2016

Effective: __, 2016

Issued by: Eric Thomas, President
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Encinitas, California 92024

SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company

The Company's services and facilities are furnished for communications at specified points within the State of Idaho under terms of this tariff.

The Company operates and maintains the communications services provided herein in accordance with the terms and conditions set forth under this tariff. The Customer is responsible for ordering access connection facilities provided by other carriers or entities to allow connection of a Customer's location to the Company's services. The Customer shall be responsible for all charges due for such service arrangement.

The Company's services and facilities are provided on a monthly basis unless ordered on a longer term basis, and are available twenty-four hours per day, seven days per week.

2.2 Applicability of Tariff

This tariff applies to telephone calls which originate and terminate in the State of Idaho.

2.3 Billing and Payment

2.3.1 Customer is responsible for paying all charges on its account for services provided by the Company, including, but not limited to, long distance, directory assistance charges, regulatory and government fees, and for all taxes and surcharges, including regulatory recovery fees, imposed on the services or the Company as a result of Customer's use of the services. The Company collects any applicable initiation fees and monthly recurring charges automatically in advance of the month of usage. Customer will also be billed for additional minutes used (which exceed the number of calling minutes in the Customer's plan), in the month following such usage. Usage charges are billed in arrears. Payment is due thirty (30) days following receipt of a bill.

Issued: __, 2016

Effective: __, 2016

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.3 Billing and Payment continued

2.3.2 Any objection to billed charges should be promptly reported to the Company. Notice of any disputes must be in writing and received by the Company within ninety (90) days after the invoice date or the dispute will be waived. Adjustments to Customers' bills shall be made to the extent that records are available and/or circumstances exist which reasonably indicate that such charges are not in accordance with approved rates or that an adjustment may otherwise be appropriate. Customer must pay all undisputed amounts in full to avoid late payment charges or default.

Customers who are dissatisfied with the response to their complaint may contact the Commission for resolution of the issues at:

Idaho Public Utilities Commission
472 W. Washington Street
P.O. Box 83720
Boise, ID 83720-0074
(208) 334-0300

2.3.3 Company will charge a late payment charge on any amounts unpaid by the due date of the lesser of: (1) 1.5% per month or 18% per annum or (2) the highest amount allowed by law. Company will also assess a \$10.00 processing fee.

2.3.4 Customer has the option of electing to pay invoices by credit card or check. Company will send Customer an invoice each month. Customer may also receive an additional invoice on Friday of any week in which Customer's minute usage is approximately \$18 for credit card customers or \$75 for check pay customers. Customer shall have thirty (30) days from the date of the invoice to remit payment. Company will bill Customer's credit card on the date payment is due. If the card fails, Company will notify Customer. The second day after the due date, Company will attempt to bill the card, and, if the card fails, will notify Customer by electronic mail. On the third day after the due date, Company will attempt to bill the card and, if the card fails, will notify Customer by electronic mail that Customer's service will be suspended. If payment is not received after this notice, Customer will temporary suspend service until payment is received.

Issued: ___, 2016

Effective: ___, 2016

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Encinitas, California 92024

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.3 Billing and Payment continued

2.3.4 continued

For customers that pay by check, Company suspends service fifteen (15) days after the due date. Each day from the due date until the date service is suspended (thirty (30) to forty-five (45) days from the date of the invoice), Company notifies Customer by electronic mail that Customer must remit payment or risk suspension. On day forty-five (45), the customer's account is put on hold and Company sends notifications everyday thereafter until the Customer pays or Company cancels the account for non-payment. Company cancels any account that is past due more than ninety (90) days.

2.4 Taxes

The quoted rates do not include taxes. The Company will assess a separate charge on a Customer's bill for state and local taxes.

2.5 Right to Backbill for Improper Use of the Company's Service

Any person or entity that uses, appropriates or secures the use of service from the Company, whether directly or indirectly, in any unlawful manner or through the providing of any misleading or false information to the Company and which uses, appropriation, or securing of services is inconsistent with the stated uses, intents, and purposes of this tariff or any restrictions, conditions, and limitations stated herein, shall be liable for an amount equal to the accrued and unpaid charges that would have been applicable to the use of the Company's service actually made by Customer.

Issued: __, 2016

Effective: __, 2016

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.6 Cancellation or Interruption of Services

2.6.1 Without incurring liability, the Company may discontinue Services, effective immediately after receipt of written notice (Notice shall be deemed received on the fifth business day following mailing of notice.), to a Customer or to a particular Customer location, or may withhold the provision of ordered or contracted service under the following conditions:

- (A) For nonpayment of any sum due the Company for more than thirty (30) days after issuance of the bill for the amount due;
- (B) For violation of any of the provisions of this tariff;
- (C) For violation of any law, rule, regulation, or policy of any governing authority having jurisdiction over the Company's service; or
- (D) By reason of any order or decision of a court having competent jurisdiction, public service commission or federal regulatory body or other governing authority prohibiting the Company from furnishing its service.

2.6.2 Without incurring liability, the Company may interrupt the provision of service at any time in order to perform test(s) and inspections to assure compliance with tariff regulations and the proper installation and operation of Customer and the Company's equipment and facilities and may continue such interruption until any items of noncompliance or improper equipment operations so identified are rectified.

2.6.3 Service may be discontinued by the Company by blocking traffic to certain countries, cities or NXX exchanges, or by blocking calls using certain Customer Authorization Codes, when the Company deems it necessary to take action to prevent unlawful use of its service. The Company may restore service as soon as it can be provided without undue risk.

2.6.4 The termination notice process set forth in **Section 2.3.4** provides adequate time intervals for the Customer to prevent termination or disconnect.

Issued: ___, 2016

Effective: ___, 2016

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.6 Cancellation or Interruption of Services (Cont'd)

2.6.5 If, for any reason, Service is interrupted, the Customer will only be charged for the service that was actually used.

2.7 Denial of Access to Service by the Company

The Company expressly retains the right to deny access to service without incurring any liability for any of the following reasons:

2.7.1 Nonpayment of any sum due for service provided hereunder, where the Customer's charges remain unpaid more than ten (10) days following notice of nonpayment from the Company. Notice shall be deemed to be effective upon mailing of written notice, postage prepaid, to the Customer's last known address;

2.7.2 Customer's acts or omissions that constitute a violation of, or a failure to comply with, any regulation stated in this tariff governing the furnishing of service, but which violation or failure to comply does not constitute a material breach or does not pose any actual threatened interference to the Company's operations or its furnishing of service. The Company agrees to give Customer ten (10) days notice of such violation or failure to comply prior to disconnection of service; or

2.7.3 The implementation of any order of a court of competent jurisdiction, or federal or state regulatory authority of competent jurisdiction, prohibiting the Company from furnishing such service; or

2.7.4 Failure to pay a previously owed bill by the same Customer at another location.

2.8 Customer's Liability in the Event of Denial of Access to Service by the Company

In the event a Customer's service is disconnected by the Company for any of the reasons stated in **Section 2.7**, the Customer shall be liable for all unpaid charges due and owing to the Company associated with the service.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.9 Reinstitution of Service

The Company will reconnect service upon Customer request as soon as the reason for the Customer's termination is removed. If the Customer seeks reinstitution of Service following denial of service by the Company, the Customer shall pay to the Company prior to the time service is reinstituted all accrued and unpaid charges. In addition, Customer will be assessed a \$10.00 reconnection fee to reinstitute service. Other than any applicable initiation fees, there will be no charge for the service restoration.

2.10 Interconnection with Other Common Carriers

The Company reserves the right to interconnect its services with those of any other Common Carrier, Local Exchange Carrier, or alternate access provider of its election, and to utilize such services for the provision of services offered herein.

2.11 Use of Service

Service may be used for any lawful purpose for which it is technically suited.

2.12 Liability of the Company

2.12.1 Limitation of Liability: In no event shall the company, its parents, subsidiaries, affiliates or their respective members, managers, directors, officers, employees, stockholder, or agents be liable for any damages, including but not limited to direct, compensatory, indirect, incidental, consequential, special, exemplary or punitive damages (including, without limitation, damages for loss of profits, business interruption, loss of information) for: (1) any injuries to persons or property arising from use of the services, or any equipment used in connection with the services; (2) Customer's inability to use the services; (3) Customer's misuse of the service; (4) nonperformance or a failure of the services caused by acts or omissions of another service provider; (5) equipment or software failure or modification; (6) telecommunications or computer equipment failures; or (7) acts of God or other causes beyond the Company's control. The foregoing shall even if the Company has been advised of the possibility of such damages.

Issued: ___, 2016

Effective: ___, 2016

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.12 Liability of the Company (Cont'd)

2.12.2 No Warranties: The services provided under this Tariff are provided "as is." The Company makes no warranties regarding the services whatsoever and disclaims any and all express or implied warranties of any kind, including any warranties of merchantability, non-infringement of intellectual property, fitness for a particular purpose, or warranties arising by course of dealing or custom or trade. The Company does not authorize anyone to make a warranty of any kind on the Company's behalf and Customer should not rely on any such statement.

2.12.3 The Company's liability arising out of mistakes, interruptions, omissions, delays, errors, or defects in the transmission occurring in the course of furnishing service or facilities, and not caused by the negligence of its employees or its agents, in no event shall exceed an amount equivalent to the proportionate charge to the Customer for the period during which the aforementioned faults in transmission occur, but in any event not more than the sum of two months of the Customer's monthly charges, unless ordered by the Commission.

2.12.4 The Company shall be indemnified and held harmless by the Customer against:

- (A) Claims for libel, slander, or infringement of copyright arising out of the material, data, information, or other content transmitted over the Company's facilities.
- (B) All other claims arising out of any act or omission of the Customer in connection with any service or facility provided by the Company.

Issued: ___, 2016

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.13 Disconnection of Service by Carrier

The Company, upon five (5) working days written notice to the Customer, may discontinue service or cancel an application for service without incurring any liability for any of the following reasons:

2.13.1 If Customer fails to remit by the due date any sum due to carrier for regulated service.

2.13.2 A violation of any regulation governing the service under this tariff.

2.13.3 A violation of any law, rule, or regulation of any government authority having jurisdiction over such service.

2.13.4 Service may be disconnected without notice for tampering with company equipment, for interfering with the service to other customers, for fraud, or in the event of a hazardous condition.

2.14 Disconnection of Service by Customer

The Customer may terminate service at any time upon thirty (30) days' written notice.

2.15 Deposits

If a Customer elects to pay its invoices in a manner other than by credit card or switches to a method of payment other than credit card, the Company may require a deposit equal to one month of the customer's monthly recurring charges.

2.16 Advance Payments

The Company collects initiation fees and monthly recurring charges in advance of the month of usage.

Issued: __, 2016

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Idaho Public Utilities Commission Tariff No. 1
Original Page No. 15

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.17 Applicable Law

This tariff shall be subject to and construed in accordance with Idaho law.

2.18 Other Rules

2.18.1 The Company reserves the right to validate the credit worthiness of Customers through available verification procedures.

2.18.2 The Company reserves the right to discontinue service, limit service, or to impose requirements on Customers as required to meet changing regulations, rules or standards of the Commission.

Issued: __, 2016

Effective: __, 2016

Issued by: Eric Thomas, President
CallCatchers Inc. d/b/a FreedomVoice Systems
169 Saxony Road, Suite 212
Encinitas, California 92024

SECTION 3 - DESCRIPTION OF SERVICE

3.1 Timing of Calls

3.1.1 When Billing Charges Begin and End For Phone Calls

The Customer's usage charge is based on the actual usage of the Company's network. Usage begins when the called party picks up the receiver (*i.e.*, when two-way communication, often referred to as "conversation time" is possible.). When the called party picks up is determined by hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection. When software answer supervision is employed, up to sixty (60) seconds of ringing is allowed before it is billed as usage of the network. A call is terminated when the calling or called party hangs up.

3.1.2 Billing Increments

The minimum call duration for billing purposes is eighteen (18) seconds for a connected call and calls beyond eighteen (18) seconds are billed in six-second increments.

3.1.3 Per Call Billing Charges

Billing will be rounded up to the nearest penny for each invoice.

3.1.4 Uncompleted Calls

There shall be no charges for uncompleted calls.

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SECTION 3 - DESCRIPTION OF SERVICE (CONT'D)

3.2 Calculation of Distance

Usage charges for all mileage sensitive products are based on the airline distance between rate centers associated with the originating and terminating points of the call.

The airline mileage between rate centers is determined by applying the formula below to the vertical and horizontal coordinates associated with the rate centers involved.

FORMULA:

The square
root of:
$$\frac{(V1 - V2)^2 + (H1 - H2)^2}{10}$$

3.3 Service Offerings

3.3.1 Inbound 800/Toll-Free and Long Distance Service

Company's Service Plans are offered to business Customers. Each service plan includes at least one toll-free and/or local number, a specified number of minutes of use per month, unlimited extensions and access to all features. Service is provided from presubscribed, dedicated or shared use access lines. Calls are billed in six-second increments. A monthly recurring service charge applies. Rates for Company's service plans are set forth in Section 4 of this Tariff.

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SECTION 4 - RATES

4.1 Inbound 800/Toll-Free and Long Distance Service

Rates listed in this tariff are for in-state calls only.

Bundled Plan (100-100,000 minutes) – Monthly charge \$4.95-\$200.00
Usage above Plan Allowance – \$0.039 to \$0.059 per minute
Activation Fee – (may be waived for certain plans)

4.2 Payment of Calls

4.2.1 Late Payment Charges

A late payment Charge of the lesser of (1) 1.5% per month, or (2) the highest amount allowed by law, will be assessed on all unpaid balances more than thirty (30) days old, except that such late payment charge will not be applied to any previously-applied late payment charges. Late payment charges will be assessed without discrimination.

4.3 Returned Check Charge

Returned checks will result in a \$25.00 fee applied to the Customer's account balance.

4.4 Special Promotions

The Company will, from time to time, offer special promotions to its customers waiving certain charges, including activation/set-up fees, reduced overage usage rates, and discounted subscription rates.

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SECTION 4 – RATES (Cont'd)

4.5 Special Pricing Arrangements – ICB

In lieu of the rates otherwise set forth in this Tariff, rates and charges, including installation and recurring charges, may be established at negotiated rates on an individual case basis (“ICB”), taking into account such factors as the nature of the services, the costs operation, the volume of traffic commitment, and the length of service commitment by Customer, as long as the rates and charges are not less than Carrier’s costs of providing the service. Such arrangements shall be considered special pricing arrangements, the terms of which will be set forth in individual contracts or Customer term agreements. Specialized pricing arrangement rates or changes will be made available to similarly-situated Customers on comparable terms and conditions. Upon reasonable request, Carrier will make the terms of these contracts available to the Commission and its staff for review on a confidential and proprietary basis. The rates will be made a part of this Tariff.

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Exhibit E

Cost and Revenue Estimates

- (1) Estimated cost of extending to and the annual cost of servicing the State of Idaho:**

\$130,000 (0.76% of total expenses based on apportionment of revenue)

- (2) Estimated Annual Revenue:**

\$125,000

- (3) Anticipated Rates and Charges:**

Please see Applicant's proposed tariff attached hereto as **Exhibit D** for its anticipated rates and charges.

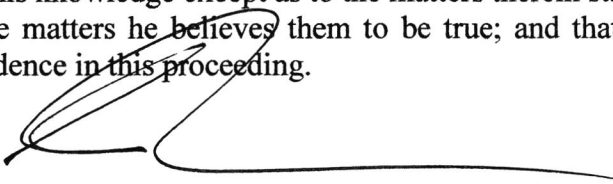
**Before the
IDAHO PUBLIC UTILITIES COMMISSION**

In the Matter of the Application of)
CallCatchers Inc. d/b/a FreedomVoice Systems)
for a Certificate of Convenience and Necessity) Docket No. _____
to Provide Resold Interexchange Telecommunications)
Services in the State of Idaho)

VERIFICATION


State of California)
) ss.
County of San Diego)

Eric Thomas, being duly sworn, deposes and says: that he is the President of CallCatchers Inc. d/b/a FreedomVoice Systems; that he has read the foregoing Application and knows the contents thereof, and that the same is true of his knowledge except as to the matters therein stated upon information and belief; and as to those matters he believes them to be true; and that he consents to the Application being used as evidence in this proceeding.



Eric Thomas

Subscribed and sworn to before this 17 day of June, 2016.



Notary Public

My commission expires: 7/18/19

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

